



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

September 1, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS10492B-SMALLWARES**  
**SMALLWARE/KITCHENWARE**

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each vendor's contract shall be valid from September 1, 2010 through June 30, 2011. Each contract may be renewed for one (1) year period through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

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<b><u>GSS10492B-SMALLWARES V01</u></b>	<b><u>GSS10492B-SMALLWARESV02</u></b>	<b><u>GSS10492B-SMALLWARESV03</u></b>
Calico Industries, Inc 9045 Junction Drive Annapolis Junction, MD 20701 Contact: Michael Heverly Phone: 800-638-0828 Fax: 301-575-0131 Email: <a href="mailto:bids@calicoindustries.com">bids@calicoindustries.com</a>	Cook's Direct, Inc. 27725 Diehl Road Warrenville, IL 60559 Contact: Tim Saner Phone: 800-956-5571 Fax: 800-956-6822 Email: <a href="mailto:bids@cooksdirect.com">bids@cooksdirect.com</a>	The Jones Zylon Company 305 North Center Street PO Box 149 West Lafayette, OH 43845 Contact: Shelia Reigle Phone: 800-848-8160 Fax: 877-632-6344 Email: <a href="mailto:jzsales@joneszylon.com">jzsales@joneszylon.com</a>
<b>Delivery Stock 14 Days ARO</b> <b>Delivery Non-Stock 30 Days ARO</b>	<b>Delivery Stock 5 Days ARO</b> <b>Delivery Non-Stock 7-14 Days ARO</b>	<b>Delivery Stock 7-28 Days ARO</b> <b>Delivery Non-Stock 21-30 Days ARO</b>

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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Government Support Services is requiring that all partial deliveries be made for in-stock items in a timely manner. Do not hold items until an order is complete. Ship all in-stock and out of stock items as soon as they are received. Refer any questions to Michael Knight, Food Service Administrator at (302) 857-5213.

**6. PRICING:**

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Prices will remain firm for the contract term. See Appendix A, Pricing Spreadsheet for detailed pricing.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**15. DELIVERING OTHER THAN SPECIFIED:**

Vendors delivering other than the brand and packaging specified in their bid will have their product(s) refused and returned at the vendors expense shortly thereafter. The items will be purchased on the open market and the defaulting vendor charged the difference between the contract price and the price paid.

**16. BACK ORDERS:**

It is the responsibility of the vendor to notify the ordering agency regarding any in stock back orders 24 hours prior to delivery of the ordered items. All back orders must be delivered within 5 days of notification.

**17. INSPECTION:**

Within five (5) working days of delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of Food Service Supervisor, the items may be rejected and/or returned. All shortages must be reported to the vendor within five (5) working days of receipt and replaced by the vendor within five (5) days of the report.

**18. LABELING & PACKAGING:**

All items shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers. Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and State Purchase Order Number. Itemized Packaging List is to accompany all shipments.

**19. WARRANTY:**

All items shall be guaranteed against all defects in workmanship and materials as provided by the manufacturer's standard warranty.

The vendor shall replace any defective item within fifteen (15) days of notifications in writing or by fax by the agency at no charge to the State.

All items offered are to be high quality, identical with regular stock products sold under the same brand or trade name to the retail trade. All products must carry the full standard warranty provided by the manufacturer.

**20. DISCOUNTS:**

Vendors offer a catalog discounts as follows:

Calico Industries Inc., Calico Catalog 2010-2011 20% \*some exclusions apply

\*Exclusions :

- Soft foods and smallwares will have a 20% discount off the current single item catalog pricing at the times of sale.
- Equipment will be priced at the time of sale, due to market conditions. Equipment to be determined by Calico (basically, any carts, racks, gas or electric items).
- The minimum for prepaid freight will be \$350.00. Any orders under \$350.00 will be F.O.B. Calico.

Cook's Direct, Inc. Cook's 2010 Buyers Guide for Corrections, 10CBG1 5% discount \*some exclusions apply

\*Exclusions

- Large items may be subject to oversize surcharge.
- Discount does not apply to all disposable.

The Jones Zylon Company, Fresh Thinking 2007 Catalog 35% discount on dinnerware and 40% discount on flatware.